

Agenda Item Form

Agenda Date: 5-18-04

Districts Affected: All

Dept. Head/Contact Information: Carol A. Brey-Casiano

Type of Agenda Item:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: _____

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): John Nance ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

To authorize the Mayor to sign a Sponsorship Agreement between the City of El Paso and KVIA-TV, ABC-7, to provide for promotional support for the El Paso Public Library Bookmobile in exchange for the use of the Channel 7 "Education First" logo on the Bookmobile.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A

Statutory or Citizen Concerns:

N/A

Departmental Concerns:

N/A

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Sponsorship Agreement between the City of El Paso and KVIA-TV, ABC-7, to provide for promotional support for the El Paso Public Library Bookmobile in exchange for the use of the Channel 7 "Education First" logo on the Bookmobile. (All Districts.)

ADOPTED this 18th day of May, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Carol A. Brey-Casiano
Director of Libraries

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

SPONSORSHIP AGREEMENT

This Agreement is entered into by and between The City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "City," and KVIA-TV, ABC-7, hereinafter referred to as "Sponsor."

WITNESSETH

WHEREAS, the El Paso Public Library, a department of the City, operates a Bookmobile that provides library services throughout the El Paso area;

WHEREAS, Sponsor desires to provide in-kind support for the promotion of the Bookmobile in exchange for use of a logo on the bookmobile indicating Sponsor's support;

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto do mutually agree as follows:

1. **DURATION AND SCOPE.** This Sponsorship Agreement shall be effective for an initial term of one year commencing on the effective date hereof. Thereafter, the Agreement shall continue in on a year-to-year basis unless terminated by either party upon written notice of not less than sixty (60) days prior to the end of the initial term or any subsequent anniversary of such term or in accordance with the provisions of Paragraph 7 below.

2. **CONSIDERATION.** The City agrees to provide \$3500 cash toward the repainting of the Bookmobile to include the Channel 7 "Education First" logo and all previously agreed upon artwork; KVIA-TV will provide in-kind services toward Hot Rod Dream's Custom Painting for the remaining \$1500 balance for the painting of the Bookmobile.

3. **OBLIGATIONS OF THE PARTIES.**

a. **THE CITY.** The City will include the KVIA-TV logo on collateral materials for outside events (flyers, posters, etc.). The City, through the El Paso Public Library (EPPL), will make available throughout the year Bookmobile presence at any Education First Expo and possible Education First Partner events (no more than one visit per Partner per year for each of four Partners).

b. **SPONSOR.** Sponsor will provide website presence for the Bookmobile Route Schedule and a link to EPPL site. Sponsor will provide a minimum of 40 promotional Bookmobile spots (of either :10-, :15-, :20- or :30-seconds duration) per month highlighting the Bookmobile and EPPL as Sponsor's Education On Wheels Partner.

4. **LEGAL RELATIONSHIP.** Sponsor may be considered a co-sponsor of the EPPL Bookmobile only to the extent described above. Otherwise, nothing in this Agreement shall be

construed as creating a legal relationship of co-sponsorship or responsibility for the promotion or operation of the Bookmobile on the part of Sponsor. Sponsor is an independent contractor, and nothing herein shall be construed as creating the relationship of employer and employee or principal and agent between the parties.

5. **RELEASE AND INDEMNIFICATION.** EACH PARTY HEREBY RELEASES AND FOREVER DISCHARGES THE OTHER FROM ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, WHETHER ON ACCOUNT OF PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY, RESULTING OR TO RESULT FROM THE OPERATION OF THE BOOKMOBILE.

6. **COMPLIANCE WITH LAWS.** The parties shall comply with all applicable federal, state and local laws and regulations; all City ordinances and all codes and regulations. Failure to do so in any manner, which materially impairs the quality of performance hereunder or affects the administration of the funds provided hereunder, shall constitute a material breach of this Agreement.

7. **TERMINATION.** Either party may terminate this Agreement by sending written notice to the other if the other is in default in a matter of serious importance to the aggrieved party. Termination shall be without prejudice to any obligation by one party to the other, which shall have accrued and be owing prior thereto.

8. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

9. **NOTICES.** All notices and communications under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Services, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: Mayor
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

SPONSOR: Nathan Price, Director of Sales
KVIA-TV, ABC-7
4140 Rio Bravo
El Paso, Texas 79902

10. **ENTIRE AGREEMENT.** This Agreement constitutes and expresses the entire agreement of the parties hereto in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all promises, representatives, and understandings relative hereto being herein merged.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement on the 18th day of May, 2004.

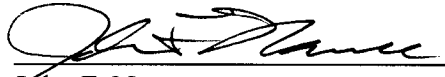
ATTEST:

CITY OF EL PASO

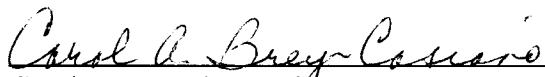
Richarda Duffy Momsen
City Clerk

Joe Wardy
Mayor


APPROVED AS TO FORM:


John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:


Carol Brey-Casiano, Director
El Paso Public Library

KVIA-TV, ABC-7

By: 
Name Printed: NATHAN J. PRICE
Title: Director of Sales / KVIA